

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Approval of Addendum Number V to Third Party Administrator (TPA) Agreement

DEPARTMENT: Administrative Services

DIVISION: Support Services

AUTHORIZED BY: Frank Raymond

CONTACT: Gregory Foppiani

EXT: 5950

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Third Party Administrator (TPA) contract, Addendum Number V, with Johns Eastern Co, Inc. for the period of 10/01/2008 through 9/30/2009 in the amount of \$106,425.00.

County-wide

Meloney Lung

BACKGROUND:

The County contracts with an outside TPA to handle all Property, Liability and Workers' Compensation claims. This is the fifth and final renewal to the original agreement. The original contract was awarded in 2003 for three (3) years with two (2) one year renewals.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Third Party Administrator (TPA) contract, Addendum Number V, with Johns Eastern Co, Inc. for the period of 10/01/2008 through 9/30/2009 in the amount of \$106,425.00.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

☐ County Attorney Review (Ann Colby)

ADDENDUM NUMBER V
TO
SERVICE CONTRACT FOR
AUTOMOBILE LIABILITY, GENERAL LIABILITY, PROPERTY,
AND WORKERS' COMPENSATION CLAIMS HANDLING

This is the fifth Addendum to the Agreement entered into between Johns Eastern Company, Inc., hereinafter called the SERVICE AGENT, and SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter called the EMPLOYER, dated the 1st day of October 1, 2003.

This Addendum affects the remuneration to be paid by the EMPLOYER to the SERVICE AGENT for the handling of claims with a date of loss of October 1, 2008 through September 30, 2009.

The remuneration to be paid to the SERVICE AGENT under this Agreement by the EMPLOYER for workers' compensation claims handling services during the term of this Agreement shall be as follows:

4. **Allocated Claims Expenses.** "Allocated Claims Expenses" shall be defined as expenses arising in connection with the settlement of claims, which shall be defined as expenses directly allocated to a particular claim to be discharged from the accounts funded by the Employer specified in Paragraph 3, including, but not limited to:
- a. Attorneys' and legal assistants' fees for claim and any lawsuits, before and at trial, on appeal, or otherwise;
 - b. Court and other litigation and settlement expenses, including, without limitation:
 - (i) Medical examinations to determine extent of liability;
 - (ii) Expert medical and other testimony;
 - (iii) Laboratory, X-ray and other diagnostic tests;
 - (iv) Autopsy, surgical reviews, and other pathology services;
 - (v) Physician and related fees and expenses in reading, interpreting, or performing any of the foregoing tests or services;
 - (vi) Stenographer, process server, and other related trial preparation, trial, settlement, and court costs;
 - (vii) Witnesses fees and expenses before and at trial, deposition, settlement discussions, or otherwise; and
 - c. Fees and expenses for surveillance, private investigators, or otherwise,
 - d. Fees for the indexing of injured employees.
 - e. Fees for any work done outside the office, including, but not limited to, field investigations necessary to determine compensability, liability, Special Disability Trust Fund or subrogation recoverability, claimant control, attendance at mediations, hearings and depositions, attendance at management meetings, attendance at medical consultations or hearings, appraisals, medical management, case management and cost containment, recorded statements,
 - f. Fees for over-night or special mail service for various documents,

- g. Fees for examining and reducing hospital and medical bills as appropriate.
- h. Photocopying and/or CD-ROM copies, review of relevant documentation.
- i. Pre-Certification of Hospital Admissions, On-Site Case Management, Peer Review, Medical Care Audits, and Hospital Bill Audits

5. Compensation for the Service Agent: For performing its services under this Agreement, the Service Agent shall be entitled to the following compensation:

- a. Fees for claims handling for Workers' Compensation exposures whose dates of loss fall between 10/01/2008 and 9/30/2009 will be deposit of \$55,000.00. This deposit will be billed on a quarterly basis, with the first payment due upon contract inception. This rate is based on the following:

- WC/Medical Only \$163.00 per exposure
- WC/Indemnity \$1,080.00 per exposure

- b. Fees for claims handling for Liability exposures whose dates of loss fall between 10/01/2008 and 9/30/2009 will be a deposit of \$51,425.00. This deposit will be billed on a quarterly basis, with the first payment due upon contract inception. This rate is based on the following:

AL/BI	\$702.00 per exposure
AL/PD	\$444.00 per exposure
Auto Phys	\$230.00 per exposure
GL/PD	\$444.00 per exposure
GL/BI	\$702.00 per exposure
Professional E&O	\$955.00 per exposure
Property*	\$444.00 per exposure

*Property claims (building and contents) will be charged at a rate of \$444.00 per claim for TPA claims management. If fieldwork is required for the assessment of damages or written estimates, then in addition to the flat rate quoted of \$444.00, the Employer will be charged per the attached fee schedules.

- c. Provider Bill Review/Cost Containment Services - Johns Eastern Company, Inc. will review all medical bills and make appropriate reductions as required by Florida Statute 440. Fees for these services are:

- \$5.95 per bill
- 30% of all savings over and above Fee Schedule reductions

- d. Fees for any field investigation will be \$95.00 per hour, \$0.58 a mile and \$2.00 per color photograph, and administrative expenses. We will bill at these rates all activities involving handling, controlling, or settling an employer's liability on a claim.

- e. Fees for telephonic medical management services will be:

- \$525 per lost time exposure
- \$125 per medical only exposure

The above fee only applies if all cases are handled by Johns Eastern.

- f. Information Services – Optional programs available. If selected by Employer. Service Agent will bill accordingly.

- a. Online NOI (Pre-fill) \$1,000.00, per year
- b. Adhoc Report Library \$1,000.00 Setup Fee (one time charge)
\$250.00 per login & password (per year)

c. Adhoc Report Query

\$1,500.00 Setup Fee (one time charge)
\$400.00 login & password (per year)

Excess Reporting Obligation - Unless otherwise specified in this addendum, Service Agent agrees that reporting claims to excess insurance carrier is the Service Agent's responsibility. It is the responsibility of the Employer/Broker to provide accurate coverage information regarding any insurance policies insuring claims covered by this contract. New insurance information on renewal years will be provided as soon as available and can be provided in the form of an Insurance Binder in the interim of receiving actual policies. Excess information will include name and claims reporting address and phone number of all carriers, policy number, effective dates, limits of liability, deductibles, specific retentions and loss funds. Actual policies will be provided as soon as available. This information is required for each claim year that the Service Agent is handling for the employer. If this information is not made available as outlined in this paragraph, Service Agent will not be responsible for any penalties, interest, or reductions in excess recoveries because of late reporting.

Upon exiting, client data will be provided to the new Third Party Administrator either by a series of attachments to one or more email messages containing zip files which can be password-protected or via CD ROMS. The claim files may exist as paper files and will be shipped as such. If the claim files are stored as images in a document retrieval system, they will be provided via CD ROM or the most current means of providing data. The cost for this will be no greater than \$3,500.00. The Employer will be billed for any additional programming to help in data transfer.

All other terms of the original contract remain unchanged.

IN WITNESS WHEREOF, the SERVICING AGENT and the EMPLOYER have each caused this Addendum to be executed by its duly authorized representative to be effective this 1st day of October, 2008.

ATTEST:

Secretary

JOHNS EASTERN COMPANY, INC.

By:

Beverly Adkins, AIC, AIM
Executive Vice President

Date:

8/11/08

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:

BRENDA CAREY, CHAIRMAN

Date:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For use and reliance
of Seminole County only.

Approved as to form and legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____, 20__
regular meeting.

County Attorney



JOHNS EASTERN COMPANY, INC.

PO Box 4175, Sarasota, FL 34230, 800-767-9480 (telephone), 941-907-7227 (fax)

PROPERTY RATE SCHEDULE

Full Repair Cost	Appraisal Only	Full Adjustment
\$ 0.01 - \$ 500.00	\$180.00	\$225.00
500.01 - 1,000.00	205.00	256.00
1,000.01 - 2,500.00	334.00	379.00
2,500.01 - 5,000.00	397.00	465.00
5,000.01 - 7,500.00	517.00	559.00
7,500.01 - 10,000.00	617.00	669.00
10,000.01 - 15,000.00	715.00	825.00
15,000.01 - 20,000.00	850.00	980.00
20,000.01 - 30,000.00	n/a	4.5% of Loss - \$ 995 minimum
30,000.01 - 40,000.00	n/a	3.5% of Loss - \$1,350 minimum
40,000.01 - 55,000.00	n/a	3.0% of Loss - \$1,400 minimum
55,000.01 - 70,000.00	n/a	2.5% of Loss - \$1,650 minimum
70,000.01 - 90,000.00	n/a	2.0% of Loss - \$1,750 minimum
90,000.01 - 110,000.00	n/a	2.0% of Loss - \$1,800 minimum
110,000.01 - 150,000.00	n/a	2.0% of Loss - \$2,200 minimum
150,000.01 - ABOVE	n/a	2.0% of Loss - \$3,000 minimum

1. Above fees include local telephone, file creation, copying, and secretarial support.
2. Full Repair Cost - Agreed cost to repair or replace before applying depreciation, deductible, or other clauses limiting coverage.
3. In addition to the schedule, the following charges will be made:
 - a. All miles driven at \$0.50 per mile.
 - b. Photos - \$2.00 each
 - c. Outside fees, reports, telephone, and other direct expense, at cost.
 - d. Drive time charged (prorated when possible) when loss is more than 20 miles from our office.
4. These schedules do not apply to catastrophes.
5. All assignments handled by General Adjuster will be billed at the full adjustment rate.
6. Subrogation efforts charged on an hourly basis of \$69/hour.



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CATASTROPHE FEE SCHEDULE

Full Repair Cost	Service Fee
\$ 0.01 - \$ 2,500.00	\$387
2,500.01 - 5,000.00	485.00
5,000.01 - 7,500.00	572.00
7,500.01 - 10,000.00	681.00
10,000.01 - 15,000.00	864.00
15,000.01 - 20,000.00	1,012.00
20,000.01 - 25,000.00	4.5% of Loss - \$1,025 minimum
25,000.01 - 35,000.00	4% of Loss - \$1,200 minimum
35,000.01 - 50,000.00	3.5% of Loss - \$1,400 minimum
50,000.01 - 100,000.00	3% of Loss - \$1,750 minimum
Over 100,000.00	2% of Loss - \$3,000 minimum

7. Full Repair Cost – Agreed cost to repair or replace before applying depreciation, deductible, or other clauses limiting coverage.
8. In addition to the schedule, the following charges will be made:
 - a. All miles driven at \$0.55 per mile.
 - b. Photos - \$2.00 each
 - c. Outside fees, reports, telephone, and other direct expense, at cost.
 - d. Administrative/Set up fee - \$50.00
 - e. Drive time charged and mileage (both prorated when possible) when loss is more than 20 miles from our base of operation.